



Doc#: 1233331049 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 11/28/2012 12:31 PM Pg: 1 of 14

This instrument prepared by and after recording should be returned to:

Thompson Coburn LLP  
55 East Monroe Street  
37<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Victor A. Des Laurier, Esq.

PIN: 16-03-316-012-0000  
16-03-320-006-0000

COMMON ADDRESS: 4501 W. Augusta Boulevard  
Chicago, Illinois 60651

*CTI- W2446087ALIST 3075*

**ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES**

This Assignment of Rents and Lessor's Interest in Leases (this "Assignment") is executed and delivered as of the 26th day of October, 2012, by FSLH, LLC – Series 4501, an Illinois limited liability company ("Mortgagor"), to Wells Fargo Bank, National Association, a national banking association, with an office located at 236 West Monroe Street, Suite 2900, Chicago, Illinois 60606 ("Lender").

**I. BACKGROUND**

A. Contemporaneously herewith, Mortgagor has requested that Lender provide certain extensions of credit, loans or other financial accommodations to Mortgagor (collectively the "Financial Accommodations"), some of which bear interest at a variable rate.

B. The Financial Accommodations shall be secured by, among other collateral documents, that certain Mortgage and Assignment of Rents and Leases of even date herewith executed and delivered by Mortgagor to Lender (as amended or restated from time to time, the "Mortgage"), encumbering the real property commonly known as 4501 West Augusta Boulevard, Chicago, Illinois 60651, and legally described on Exhibit "A" attached hereto (collectively, the "Property").

C. Lender is willing to provide the Financial Accommodations to Mortgagor provided, among other things, Mortgagor executes and delivers this Assignment and the Mortgage to Lender.

D. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby covenants unto and agrees with

*FSLH-1-3012*

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Lender as set forth in this Assignment. Except as expressly set forth in this Assignment, all terms which have an initial capital letter where not required by the rules of grammar are defined in the Mortgage.

## II. ASSIGNMENT

A. To secure the full and timely payment and performance by Mortgagor of the Secured Obligations, including, without limitation, the Secured Obligations evidenced by or referenced in (i) that certain Continuing Covenant Agreement dated as of September 1, 2012, by and among Mortgagor, Freedman Seating Company, an Illinois corporation ("Freedman Seating"), FBSA LLC, an Illinois limited liability company ("FBSA"), FSLH, LLC, an Illinois limited liability company ("FSLH"), FSLH, LLC - Series 4545, an Illinois limited liability company ("FSLH 4545"), and FSLH, LLC - SERIES 7346, an Illinois limited liability company ("FSLH 7346"), Freedman Building L.L.C., an Illinois limited liability company ("Freedman Building") (Mortgagor, Freedman Seating, FBSA, FSLH, FSLH 4545, FSLH 7346 and Freedman Building are each individually a "Borrower" and collectively the "Borrowers") and Lender (as amended, renewed, restated or replaced from time to time, collectively the "Continuing Covenant Agreement"); (ii) the Loan Agreement, (iii) the Mortgage; (iv) that certain Environmental Indemnity Agreement of even date herewith executed and delivered by Borrowers to Lender, as amended or restated from time to time; (v) this Assignment; and (vi) the other loan documents execute in connection with any of the foregoing, Mortgagor hereby grants, conveys, transfers and assigns to Lender:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income").

B. Mortgagor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact to:

1. rent, lease or let all or any part of the Premises to any party or parties at such price and upon such terms as Lender may determine; and

2. collect, sue for, settle and compromise all of the rents, issues, deposits, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability,

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rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

### III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor represents, warrants and covenants unto Lender as follows:

A. The Leases and the Income are freely assignable by Mortgagor to Lender, and Mortgagor has full power and authority to make the assignment provided for herein;

B. All Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Mortgagor is currently not in possession of any pre-paid Income;

C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor;

D. Mortgagor is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;

E. There are no claims or causes of action in connection with the Leases which Mortgagor may have or which any party may have against Mortgagor;

F. Mortgagor has not, and will not at any time hereafter, assign or pledge to any person or entity, other than Lender, any or all of the Leases or the Income;

G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to Lender;

H. No defaults by Mortgagor or any lessee exist under the Leases and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases. Mortgagor will promptly provide Lender with copies of any notices of default sent or received by Mortgagor in connection with the Leases; and

I. Mortgagor shall:

1. observe and perform all the obligations imposed upon Mortgagor, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;

2. not consent to the assignment or subletting of the Premises without providing Lender with prior written notice thereof;

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3. not collect any of the Income more than thirty (30) days in advance of the time when the same shall become due;
4. not materially alter, modify or change the terms of the Leases or any guaranties thereof, cancel or terminate the Leases or any guaranties thereof or accept a surrender thereof without the prior written consent of Lender; and
5. deliver to Lender all original Leases, including, but not limited to, all original Leases executed after the date hereof.

## IV. WAIVERS

A. Mortgagor hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting Lender a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by Lender pursuant to the provisions hereinafter contained.

B. Mortgagor hereby waives any claim, cause of action or right of setoff against Lender, its officers, directors, employees and agents for any loss sustained by Mortgagor resulting from Lender's failure to let the Premises after a "Default" (hereinafter defined) or from any other act or omission of Lender in managing the Premises, nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Mortgagor prior to the time Lender takes possession of the Premises (the "Pre-existing Obligations"). Mortgagor shall, and does hereby agree to indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Lender, nor for the carrying out of any of the terms and conditions of the Leases prior to the time Lender may take possession, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If Lender incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, reasonable costs, expenses, and attorneys' fees, shall be secured hereby and by the Loan Documents, and shall be due and payable from Mortgagor to Lender on demand with interest thereon at the "Default Rate" (as defined in the Continuing Covenant Agreement).

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## V. FUTURE LEASES

A. Mortgagor shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to Lender a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to Lender, within ten (10) business days following Lender's written request for the same. Mortgagor shall not enter into any Lease without providing Lender prior written notice thereof.

B. Mortgagor shall assign and transfer to Lender all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of Lender, all such further assurances and assignments in the Premises as Lender shall from time to time require; provided, however, Mortgagor may in the ordinary course of its business, prior to the occurrence and continuation of a Default, modify Leases of less than all or substantially all of the Premises.

## VI. DEFAULT

A "Default" means the occurrence of (a) a breach, default or event of default under this Assignment, (b) a "Default" as defined in the Mortgage, (c) an "Event of Default" as defined in the Continuing Covenant Agreement, or (d) an "Event of Default" as defined in the Loan Agreement.

## VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Lender shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of a Default.

B. Lender, without in any way waiving a Default and subject to applicable law, without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof and to apply such Income as Lender may determine in its sole discretion, including, but not limited to, the payment of:

1. all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which Lender may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;



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2. the principal sum, interest and any other indebtedness owed to Lender by Mortgagor, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this paragraph as Lender, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding;

3. taxes and special assessments now due or which may hereafter become due on the Premises; and

4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the sole but commercially reasonable judgment of Lender, make it readily rentable or saleable.

C. The exercise by Lender of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any Default by Mortgagor under the Loan Documents.

D. Mortgagor agrees that Lender shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Mortgagor hereby grants to Lender full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all Income.

E. Mortgagor agrees that Lender may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

F. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Lender to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Mortgagor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with

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any cancellation, modification or amendment of any of the Leases and any amounts received by Mortgagor as Income, shall be held in trust by Mortgagor and immediately remitted to Lender. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

## VIII. DIRECTION TO LESSEES

Mortgagor hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to Lender all Income after the occurrence of a Default and to continue to do so until otherwise notified by Lender.

## IX. OTHER

A. This Assignment shall be binding upon Mortgagor and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Mortgagor. All of the rights, powers, privileges, and immunities herein granted and assigned to Lender shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of all Liabilities and Covenants of Mortgagor now or hereafter owing to Lender. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Mortgagor and Lender is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

D. If any provision of this Assignment is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

F. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

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G. MORTGAGOR AND LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY MORTGAGOR TO LENDER.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

**FSLH, LLC – SERIES 4501,**  
an Illinois limited liability company

By: 

\_\_\_\_\_  
Craig Freedman, Manager

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[Signature page to Assignment of Rents]

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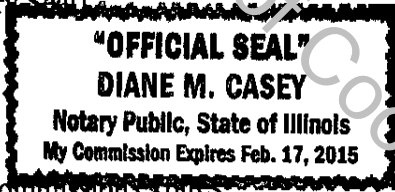
## ACKNOWLEDGMENT

STATE OF ILLINOIS        )  
   ) S.S.  
 COUNTY OF Cook        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Craig Freedman, personally known to me to be the Manager of FSLH, LLC – Series 4501, an Illinois limited liability company, whose name is subscribed to the foregoing Assignment of Rents and Lessor’s Interest in Leases, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of October, 2012.

(Notary Seal)



My commission expires:

*Diane M. Casey*  
 Notary Public  
Diane M. Casey  
 (Type or Print Name)

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## "EXHIBIT A" LEGAL DESCRIPTION

### PARCEL 1:

A PART OF BLOCKS 14 AND 15 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH A PART OF THE 33 FOOT VACATED NORTH KENTON AVENUE ADJOINING SAID BLOCK 14 ON THE WEST; A PART OF VACATED WEST RICE STREET LYING BETWEEN SAID BLOCKS 14 AND 15, AND A PART OF THE 33 FOOT VACATED NORTH KOLMAR AVENUE LYING NORTH OF WEST CHICAGO AVENUE, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NORTH KILBOURN AVENUE AND THE NORTH LINE OF WEST CHICAGO AVENUE, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF SAID BLOCK 15 THENCE SOUTH 89 DEGREES 46 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE OF WEST CHICAGO AVENUE A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 46 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 128.89 FEET TO A POINT; THENCE NORTH 25 DEGREES 53 MINUTES 44 SECONDS WEST A DISTANCE OF 276.23 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 48 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT IN THE NORTH LINE OF SAID BLOCK 15; THENCE NORTH 00 DEGREES 31 MINUTES 23 SECONDS EAST A DISTANCE OF 33.00 FEET TO A POINT IN THE CENTERLINE OF VACATED WEST RICE STREET; THENCE SOUTH 90 DEGREES 42 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE A DISTANCE OF 25.17 FEET TO A POINT IN THE EAST LINE OF VACATED NORTH KENTON AVENUE; THENCE NORTH 14 DEGREES 59 MINUTES 36 SECONDS WEST A DISTANCE OF 108.62 FEET TO A POINT; THENCE SOUTH 89 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 77.85 FEET TO A POINT; THENCE SOUTH 00 DEGREES 20 MINUTES 57 SECONDS WEST A DISTANCE OF 42.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 33 SECONDS EAST A DISTANCE OF 225.66 FEET TO A POINT; THENCE SOUTH 00 DEGREES 06 MINUTES 50 SECONDS WEST A DISTANCE OF 357.98 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

A PART OF BLOCKS 10 AND 11 IN SNYDER AND LEE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH A PART OF THE 66 FOOT VACATED STREET LYING BETWEEN SAID BLOCKS 10 AND 11, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST AUGUSTA BOULEVARD AND THE WEST LINE OF NORTH KILBOURN AVENUE; THENCE

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SOUTH ALONG SAID WEST LINE A DISTANCE OF 563.53 FEET TO A POINT WHICH IS 29.13 FEET, MORE OR LESS, NORTH OF THE SOUTHEAST CORNER OF SAID BLOCK 11; THENCE SOUTH 89 DEGREES 50 MINUTES 28 SECONDS WEST A DISTANCE OF 331.19 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 109.89 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 8.32 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 79.97 FEET TO A POINT; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, A DISTANCE OF 14.10 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 191.18 FEET TO A POINT; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST A DISTANCE OF 13.78 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 94.03 FEET TO A POINT; THENCE NORTH 90 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 13.31 FEET TO A POINT; THENCE NORTH 00 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 89.13 FEET TO A POINT IN THE SOUTH LINE OF WEST AUGUSTA BOULEVARD; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 327.43 FEET TO THE POINT OF BEGINNING.

**PIN:** 16-03-316-012-0000  
16-03-320-006-0000

**ADDRESS:** 4501 AUGUSTA BOULEVARD  
CHICAGO, ILLINOIS 60651

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EXHIBIT "B"

SECURITY DEPOSITS

None.

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## EXHIBIT "C"

### LEASES

That certain lease by and between Mortgagor and Freedman Seating Company, an Illinois corporation, as amended or restated from time to time.

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